DASSAULT SYSTEMES
SERVICE LEVEL AGREEMENT FOR ONLINE SERVICES –
SIMULIA Cloud for PowerFLOW, XFlow and Abaqus

DS shall provide the Online Services in accordance with this Service Level Agreement. This Service Level Agreement shall not be applicable to any Licensed Program or any other data processing program that would be included in the Online Services and for which on-premise installation is required.

Terms that are initially capitalized shall have the meaning set forth in the Agreement concluded between DS and Customer or in the present Service Level Agreement.

1. Online Services availability

- The target is to provide availability of the Online Services (*i.e.* the ability for Customer to be logged to the Online Services) for a minimum of ninety nine point five percent (99.5%) of the time under which the Online Services are not under (i) a Planned Service Interruption (as defined hereunder) or (ii) an interruption which is the result of a Customer's request. This percentage of availability is calculated by deducting from 100% the number, expressed as a percentage, calculated by applying the following formula: number of minutes during which the Online Services have not been available to Customer (only taking into account interruptions exceeding 5 minutes) during the calendar month due to reasons under DS' exclusive control, divided by the total number of minutes of such calendar month. For the avoidance of doubt, shall not constitute reasons under DS' exclusive control, without the foregoing being limitative, any electrical, utility or telecommunication outages, or significant telecommunication performance degradation.
- A "Planned Service Interruption" time means the period of time necessary to interrupt the Online Services in order to perform scheduled preventive or corrective maintenance. Interruptions for i) preventive or corrective maintenance is permitted each quarter for a maximum duration of forty-eight (48) hours.
- An "Emergency Service Interruption" may happen at any time without notice in order to fix a critical problem. Critical problems may include, without limitation i) attacks on the Online Services (including a denial of service attack), ii) Customer's use of Online Services disrupting Online Services or creating a security risk to DS or to any DS customer, iii) harming of DS systems or any DS customer's systems or iv) creating a likely risk of the foregoing, or v) using the Online Services for fraudulent or illegal activities.

2. Back-up

DS stores Customer Data on high availability and replicated storage systems. DS does not back-up Customer Data on SIMULIA Cloud for PowerFLOW, XFlow and Abaqus. It is the responsibility of the Customer to back-up critical Customer Data. The SIMULIA Cloud for PowerFLOW, XFlow and Abaqus interfaces allow Customers to download Customer Data at any time.

3. Online Services upgrade

- DS may upgrade the Online Services during any Planned Service Interruption or Emergency Service Interruption.
- An upgrade of Online Services is planned for every Friday at 1700 hours Eastern Standard Time and not to exceed thirty (30) minutes.

Service Level Agreement – SIMULIA Cloud for PowerFLOW, XFlow and Abaqus is available at http://www.3ds.com/terms/sla